

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

U.S. COURTS  
00 AUG 00 PM 4:19

In Re:

Jim E Kepler,  
Linda C Kepler

Debtor(s).

Case No. 00-41068

REAFFIRMATION AGREEMENT AND  
DECLARATION IN SUPPORT THEREOF

THIS AGREEMENT is entered into between the undersigned debtor(s) and holder of a claim, the consideration for which, in whole or in part, is based on a debt that is dischargeable as a personal obligation of the debtor(s).

DESCRIPTION OF DEBT

Name of Holder: Bank of America

Lease # 30531520567782001

Nature and Description of Collateral: 1999 GMC PU, VIN# 2GTEK19T5X1567824

Total future rental payments: \$29,691.87

Monthly Rental Payment: \$520.91

TERMS OF REPAYMENT

Debtor reaffirms the entire debt according to the terms and conditions of the Lease Agreement.

SECURITY INTEREST RETAINED

Holder shall retain its perfected security interest in the leased vehicle described above.

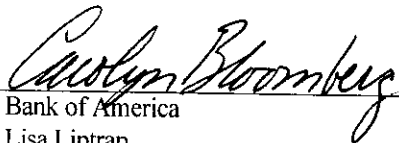
RIGHT OF RESCISSION

THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN 60 DAYS AFTER SUCH AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE HOLDER. THIS AGREEMENT IS NOT REQUIRED UNDER BANKRUPTCY LAW, UNDER NON-BANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH SECTION 524(c) OF THE BANKRUPTCY CODE.

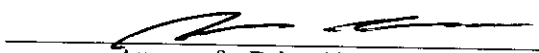
DECLARATION OF ATTORNEY

I hereby declare that I represented the debtor(s) during the course of negotiating this agreement; that this agreement represents a fully informed and voluntary agreement by the debtor(s) and does not impose an undue hardship on the debtor(s) or a dependent of the debtor(s) and I fully advised the debtor(s) of the legal effect and consequences of this Agreement and any default under this Agreement.

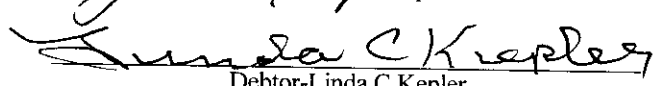
DATED this 28<sup>th</sup> day of August, 2000.

  
Carolyn Bloomberg

Bank of America  
Lisa Liptrap  
Bankruptcy Specialist (08/03/2000)

  
Attorney for Debtor(s)-Seth C Platts

  
Debtor-Jim E Kepler

  
Debtor-Linda C Kepler

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# WHO YOU ARE

You are leasing the vehicle from us. Your name and address are:

LIM E. KEPLER  
LYNDA C KEPLER  
320 E AVE F JEROME, ID 83338

## WHEN YOUR LEASE BEGINS AND ENDS

Lease begins (1) 06/22/00

Lease ends (2) 06/22/00

## DESCRIPTION OF THE VEHICLE YOU ARE LEASING

TYPE OF VEHICLE	YEAR	MAKE	MODEL	COLOR(S)	VIN NUMBER	(10) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
<input checked="" type="checkbox"/> Car <input type="checkbox"/> Truck	1999	GMC	1/2 TON	GREEN	AGTER15T5X1567824	EXISTING MILEAGE 55
<input type="checkbox"/> Van <input type="checkbox"/> Utility vehicle						

## EXTRA EQUIPMENT ON THE VEHICLE

☒ Air Conditioning ☐ Power Brakes ☒ Automatic Trans. ☐ Sunroof  
☐ Power Windows ☐ Manual trans. ☐ Wheel Covers

## HOW DO YOU PLAN TO USE IT

☒ Personal ☐ Farming  
☐ Business ☐

## FEDERAL CONSUMER LEASING ACT DISCLOSURES

14) Amount of monthly payments: Monthly payment of \$ 520.91  
Lease term: 48 months  
First payment due on 06/22/00  
15) Other Charges (not part of your monthly payments)  
Disposition fee \$ 350.00 (if you do not purchase the vehicle)  
Total \$ 350.00  
17) Total of Payments (the amount you will have paid by the end of the lease) \$ 31,922.68

## \*Itemization of Amount Due at Lease Signing or Delivery

18) Amount of cash to be paid at signing or delivery

a) Capitalized cost reduction	\$ N/A
b) Sales Tax and other payments	\$ N/A
c) Other payments (if applicable)	\$ N/A
d) Delivery fee	\$ N/A
e) First month's payment	\$ 520.91
f) Other payments due in advance	\$ N/A
g) Other payments (if applicable)	\$ N/A
h) Total	\$ 520.91

19) How the amount due at lease signing or delivery will be paid

a) Not made-in allowance	\$ N/A
b) Rebates and noncash credits	\$ N/A
c) Amounts to be paid in cash	\$ 599.86
d) Amounts to be paid by credit card	\$ N/A

m) Total \$ 625.91

## 20) Your Monthly Payment is Determined as Shown Below

21) Amount of the vehicle (\$ 32,687.00) and any other charges (such as service contracts, etc.) less any other amounts (such as prior credit or lease balance) \$ 33,482.00

22) Amount of cash to be paid at signing or delivery (including prior credit or lease balance) \$ N/A

23) Amount of cash to be paid at signing or delivery (including prior credit or lease balance) \$ 33,482.00

24) Amount of cash to be paid at signing or delivery (including prior credit or lease balance) \$ 15,036.02

25) Amount of cash to be paid at signing or delivery (including prior credit or lease balance) \$ 18,445.98

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100) Amount of cash to be paid at signing or delivery (including prior credit or lease balance) \$ 18,445.98

## 21) Purchase Option at End of Lease Term

You have the option to purchase the vehicle at the end of the lease term for \$ 18,445.98. This option is subject to the terms and conditions of the lease agreement.

We make available to you in additional cost there is given plans for your protection - breakdown, theft, Guaranteed Auto Protection (GAP) and Credit Life and Disability Insurance. You are not required to purchase any of these but you may want to consider these additional benefits.

**INITIAL BELOW IF YOU**

**OR DO NOT WANT THIS PROTECTION**

23) Mechanical Breakdown Protection	This protection covers you for certain major repairs to the vehicle and some related expenses. The terms of coverage are contained in a separate agreement which you have reviewed and which you have or will soon receive. This coverage is for a term of <u>36</u> Months or <u>N/A</u> Miles, whichever occurs first. The cost is <u>N/A</u> . (This may be paid as part of your monthly lease payment or in cash at the beginning of your lease.)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
24) Guaranteed Auto Protection (GAP)	This protection will reduce your liability under certain conditions if the vehicle is stolen or totally destroyed. The terms of coverage are contained in a separate agreement which you have reviewed and which you have or will soon receive. This (This will be paid as part of your monthly lease payment.)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
25) Credit Life and Disability Insurance	The following plans are available if you qualify. A certificate which describes the terms in detail, will be provided if you are issued insurance. Please check which option you want. a) <input type="checkbox"/> Credit Life Insurance <input type="checkbox"/> Credit Life and Credit Disability Insurance <input type="checkbox"/> Joint Credit Life Insurance <input type="checkbox"/> Joint Credit Life and Single Credit Disability The coverage is for a term of <u>36</u> months and up to \$ <u>N/A</u> . The premium is \$ <u>N/A</u> .	Please sign below to verify your selection:  Signature of additional person to be insured (only if you applied for joint credit life coverage)

26) How Your Gross Capitalized Cost is Determined

a) The Agreed Value of the Vehicle	\$22,657.00
b) Administrative Fee (for registration expenses and additional cooperation to lease)	\$ 795.00
c) State and Local Tax	\$ N/A
d) Federal Luxury Tax	\$ N/A
e) Title Fee	\$ N/A
f) License and Registration Fee	\$ N/A
g) Optional Mechanical Breakdown Contract	\$ N/A
h) Optional Guaranteed Auto Protection (GAP)	\$ N/A
i) Optional Credit Life and Disability Insurance	\$ N/A
j) Optional Chemical Protection Products	\$ N/A
k) Outstanding Prior Credit or Lease Balance	\$ N/A
l) Other	\$ N/A
m) Gross Capitalized Cost	\$33,452.00

27) How Your Capitalized Cost Reduction is Determined

a) Cash Applied to Capital Cost Reduction	\$ N/A
b) Trade-in Value Applied to Capital Cost Reduction	\$ N/A
c) Rebates Applied to Capital Cost Reduction	\$ N/A
d) Other Capital Cost Reduction	\$ N/A
Capitalized Cost Reduction	\$ N/A

28) Sales Tax Exemption (not-leased vehicle)

If there is a non-lease vehicle trade-in, the net amount of the trade-in (after any payment) will be used to reduce the Gross Capitalized Cost which in turn reduces all of your monthly payments. Since your lease tax is based on your monthly payment, this lowers the amount of the tax you pay and is reflected in the lease tax shown as part of your total monthly payment. If the trade-in value does not go to reduce the Gross Capitalized Cost because it is needed to pay off any balance due on the trade-in, that amount will be used to reduce lease tax. The reduction is computed in this box.

a) Sales Tax Rate	5.000
b) Net Trade-in Value Tax Exempt	\$26,473.45
c) Base Monthly Payment Before Sales Tax	\$ 20.91
d) Payments Exempt From Sales Tax	\$ 50.81
e) Reduction in Monthly Payments Resulting from Sales Tax Exemption	\$ 1,323.67

29) Early Termination Calculation

You will pay a charge if your lease is terminated early. The method checked will apply to your lease. Method: ☐ Early Termination Calculation (See the front side for information)

30) Your Trade-In

a) Trade-In Value	\$26,473.45
b) Cash Equity Paid to Lessor	\$
c) Port of Trade-in value applied to Capital Cost Reduction	\$ N/A
d) Net Trade-in Value Tax Exempt	\$26,473.45
e) Balance Due on Trade-in	\$26,473.45

31) Lease Charges

You will pay a late charge on each payment that is not received within 5 days after it is due. The charge is 5% of the scheduled total monthly payment, or \$1.00 whichever is greater.

32) Estimated Fees and Taxes: The total amount you will pay for official fees, registration, certificate of title, license fees and taxes is \$ 1,571.00

33) Priority

In addition to any mechanical breakdown coverage you selected, unless another warranty is filed in below, the only express warranty which applies to the vehicle is the standard manufacturer's new vehicle warranty (or remaining portion, if any, on a used vehicle).

34) Other warranty given:

**Important Notices**

These signs start on the front side. Covered on the front side are important matters including the lease costs and your obligations when that happens, what happens if you violate the terms of the lease, or the vehicle is lost, stolen, or destroyed. By signing, you are saying that you have read the lease, that you understand and agree to all the terms. The lease contains the entire agreement between you and the lessor. It is changed or added to only if you and we agree in writing to the change or addition.

This notice is required by Washington law:  
**WARNING: EARLY TERMINATION UNDER THIS LEASE MAY RESULT IN SIGNIFICANT COSTS TO YOU. THE CONSUMER READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. GET ALL PROMISES IN WRITING.**

Signatures

Your Name: <u>JIM E. KEPLER</u>	Your Signature:	Date: <u>05/23/00</u>
Your Name: <u>LARRY C. KEPLER</u>	Your Signature:	Date: <u>05/23/00</u>
We agree to read and review the terms and conditions of this lease with the individuals signing above. By our signature, we also transfer our rights in this lease to Bank of America, N.A., (Bank of America). This transfer is provided by our Dealer Agreement with Bank of America.		
Our Name: <u>BANK OF AMERICA MOTOR</u>	Our Signature:	Date: <u>05/23/00</u>

THE ATTACHED IDAHO CERTIFICATE OF TITLE IS THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

BANK OF AMERICA  
KEPLER, JIM E  
KEPLER, LYNDY C  
PO BOX 3828  
SEATTLE WA 98124

DETAILS HERE

0008048910 DVS01182

391

IDAHO

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

2GTEK19T5X1567824

YEAR

1999

MAKE

GMC

BODY

PK

MODEL

TK

DESCRIPTION

2ND VEHICLE IDENTIFICATION NUMBER

ODOMETER READING

55 ACTUAL

DATE  
05/23/2000

TITLE NUMBER  
004014023

PRINT DATE  
06/16/2000

WEIGHT

LENGTH

WIDTH

HULL

HORSEPOWER

PROPULSION

OWNER'S NAME AND ADDRESS

BANK OF AMERICA LSR  
KEPLER, JIM E LSE  
KEPLER, LYNDY C LSE  
PO BOX 3828  
SEATTLE, WA 98124

OTHER PERTINENT DATA

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ODOMETER READING (NO TENTHS) DATE

☐ In Excess of Mechanical Limit

☐ Error

☐ Not Actual Warning: Odometer Discrepancy

☐ No Odometer

DATE SOLD: SELLING PRICE

SELLER'S REPRESENTATIVE'S PRINTED NAME(S)

I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S REPRESENTATIVE'S SIGNATURE:

X

X

FIRST LIEN

NONE

Lienholder Section

SECOND LIEN

RECORDED 05/31/2000

SIGNATURE RELEASING LIEN

DATE

X

SIGNATURE RELEASING LIEN

DATE

X

NEW LIENHOLDERS NAME

ADDRESS

CITY

STATE

ZIP

\$2.00 Fee

NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY -- ALL INFORMATION MUST BE COMPLETE

NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN)

2GTEK19T5X1567824

YEAR

1999

MAKE

GMC

BODY

PK

Title Number

004014023

Seller's Full Name:

Address

City

State

Zip

Phone Number

City

State

Zip

Buyer's Full Name:

Address

City

State

Zip

Phone Number

City

State

Zip

I hereby request that the Idaho Department of Transportation mark this motor vehicle as sold for the purpose of releasing the seller from liability under the provisions of Section 49-576, Idaho Code, which addresses vehicle transfer. However, I do understand that the motor vehicle will remain the property of the Idaho Department of Transportation until it is properly titled and recorded according to the name of the new owner.

SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS